

CORPORATE PURCHASE CONTRACT 4023
PAGE 24 OF 27

GENERAL MOTORS CORPORATION

SECTION IV - MAINTENANCE TERMS AND CONDITIONS

1.0 PLANS AVAILABLE

1.2 ESM - Full Service Maintenance Plan
(Master Maintenance Agreement billed monthly)

1.1 PCM - Per Call Maintenance Plan

2.0 FULL SERVICE MAINTENANCE (FSM)

2.1 This plan includes: (1) Seller's or Seller's Designee routine preventive maintenance and emergency service necessary to keep the Equipment in good working order. Such maintenance shall be performed during Seller's regular business hours (9:00 a.m. to 5:00 p.m., Monday-Friday, except holidays) (2) maintenance shall be performed at no cost to Purchaser; provided that such services shall not include the following: (a) replacement of supplies, such as paper, (b) repairs resulting from causes other than normal use; Purchaser's willful act; negligence or misuse (including, without limitation, damage to Drums and use of supplies or spare parts other than those distributed by Seller which cause abnormally frequent service calls or service problems); accident; transportation; failure or electrical power, air conditioning or humidity control, (c) repairs made necessary by service performed by personnel other than those of Seller or Seller's Designee, (d) work which Purchaser requests to be performed outside regular business hours, or (e) shop reconditioning or modification to the Equipment except those specified by Seller's Technical Service Department to assure greater performance of the Equipment.

2.2 When, in Seller's opinion, Equipment because of advanced age or usage in excess of the norm, cannot be maintained in good working order through Seller's routine preventive maintenance service, or if work beyond the scope of this Contract is required, Seller shall submit to Purchaser a cost estimate of such work. If Purchaser refuses to authorize same, Seller shall have the right, on ten (10) days written notice to Purchaser, to terminate service under this Contract for any or all items of Equipment. Seller shall have the right to substitute equivalent Equipment at any time during the term hereof. Removed parts or Equipment replaced by Seller shall become the property of Seller. Seller shall have full and free access to the Equipment to provide service thereon.

CORPORATE PURCHASE CONTRACT 4023
PAGE 25 OF 27

GENERAL MOTORS CORPORATION

SECTION IV - MAINTENANCE TERMS AND CONDITIONS

2.0 FULL SERVICE MAINTENANCE (CONTINUED)

2.2 Seller or Seller's Designee shall have no obligation to continue servicing Equipment which is moved from the location where originally installed.

2.3 Guaranteed Availability

Response to service calls will be performed in four (4) business hours within a twenty-five (25) mile radius of Seller's Designee; six (6) to eight (8) business hours outside the twenty-five (25) mile radius. In the event a Designee closes, Seller will make provisions to service Purchaser Equipment acquired under the Contract.

2.4 Termination

Purchaser shall have the right at any time to terminate any or all items of Equipment on an implementing FSM agreement with thirty (30) days advance written notice to Seller. In addition, Purchaser shall be compensated by Seller for any unused portion or advance payment for FSM immediately upon termination, prorated on the basis of a thirty (30) day month.

2.5 Charges

FSM charges are effective on an annual basis and billed monthly following the equipment warranty period.

3.0 PER CALL MAINTENANCE - (PCM)

Maintenance required outside normal business hours shall be invoiced at Seller's Designee's established per call rates and terms in effect.

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GENERAL MOTORS CORPORATION

SECTION V - SUPPLIES

1.0 General

2.0 Prices

CORPORATE PURCHASE CONTRACT 4023
PAGE 27 OF 27

GENERAL MOTORS CORPORATION

SECTION V - SUPPLIES

1.0 GENERAL

Supply charges are contained in Section VI, Appendix A.

Seller agrees that Purchaser retains the right to purchase supplies from any supply source, as long as they do not cause equipment service problems.

2.0 PRICES

Prices are firm for the duration of this Contract.

CORPORATE PURCHASE CONTRACT 4023
PAGE 1 OF 18

APPENDIX A

GENERAL MOTORS CORPORATION

SECTION VI - APPENDIX A - SPECIFICATION SHEETS

	FAX	MODEL NO.
1.0	"	210
2.0	"	B340
3.0	"	5000
4.0	"	L7000
5.0	"	L777
6.0	"	L790
7.0	"	L3100

CORPORATE CONTRACT 4023
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GENERAL MOTORS CORPORATION
Canon Canada Pricing
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

<u>Model</u>	<u>CANADIAN 90-DAY WAR</u>	<u>CANADIAN 1-YEAR WAR</u>
<u>G3 Thermal Paper</u>		
FAX 210	\$ N/A	\$ 1,400
<u>G3 Plain Paper</u>		
FAX B340	N/A	1,872
LASER CLASS 5000	2,034	2,440
LASER CLASS 7000 ²	2,895	N/A
FAX L790	6,142	6,763
<u>G4</u>		
FAX L3100 ¹	N/A	N/A
<u>Accessory</u>		
<u>G3 Thermal Paper</u>		
Interface RS232C (210)	N/A	N/A
<u>G3 Plain Paper</u>		
0.5M Memory (LC5000)	78	78
1M Memory (LC7000)	140	N/A
4M Memory (LC7000)	610	N/A
Feeder/Cassette Unit (LC5000/LC7000))	462	462
FX-1 Cassette-Ltr (L790)	106	106
EP-L Cassette-Lg (L790)	85	85
Interface RS232C (LC7000)	309	N/A

CORPORATE CONTRACT 4023
Page 14 of 18

GENERAL MOTORS CORPORATION
CANON CANADA PRICING
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

<u>Model</u>	<u>CANADIAN 90-DAY WAR</u>	<u>CANADIAN 1-YEAR WAR</u>
--------------	--------------------------------	--------------------------------

Accessory

G3 Plain Paper (con't)

Handset (L790)	\$ 65	\$ 65
Handset 2 (LC5000)	18	18

NOTE: When accessories are ordered after the equipment's initial installation, there is a \$162.00 installation charge.

¹ Includes Cabinet.

² Additional nine month warranty available at time of purchase for \$236.00.

CORPORATE CONTRACT 4023
Page 15 of 18

GENERAL MOTORS CORPORATION
CANON CANADA PRICING
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

TRADE IN AMOUNTS ALLOWED ON THE FOLLOWING UNITS

90-DAY WARRANTY

CANADA

Fax L790 \$ 770

1-YEAR WARRANTY

CANADA

Fax L790 \$ 770

CORPORATE CONTRACT 4023
Page 16 of 18

CONTRACT LEVEL PROGRAM
CANON CANADA PRICING
RENTAL PRICING

<u>Model</u>	<u>CANADIAN 24-MONTH FTR</u>	<u>CANADIAN 36-MONTH FTR</u>
<u>G3 Thermal Paper</u>		
FAX 210	\$ 63	\$ 47
<u>G3 Plain Paper</u>		
FAX LC5000	109	82
FAX LC7000	N/A	124
FAX L790	303	227
<u>G4</u>		
FAX L3100 ¹	N/A	N/A
<u>Accessory</u>		
<u>G3 Plain Paper</u>		
0.5M Memory (LC5000)	4	2
1M Memory (LC7000)	N/A	7
4M Memory (LC7000)	N/A	21
Feeder/Cassette Unit (LC5000/LC7000)	21	13
Cassettes	3	2
Handset (L790/LC5000)	3	2

NOTE: Interface RS232C (210) is available for a one time charge of \$51 Canadian.

NOTE: When accessories are ordered after the equipment's initial installation, there is a \$162.00 installation charge.

¹ Includes Cabinet and one (1) Interface.

CORPORATE CONTRACT 4023
Page 17 of 18

GENERAL MOTORS CORPORATION
CANON CANADA PRICING
CONTRACT LEVEL PROGRAM

CANON INVOICED
MAINTENANCE RATES - FULL COVERAGE

Includes service checks, service calls, replacement parts, transportation and labor.

<u>Model</u>	<u>Payment Plan</u>	<u>CANADIAN</u>
<u>G3 Thermal Paper</u>		
FAX 210	Monthly service contract budget fee	\$ 14
<u>G3 Plain Paper</u>		
FAX B340	Monthly service contract budget fee	17
	Annual service contract fee	205
LASER CLASS 5000	Monthly service contract budget fee	25
	Annual service contract fee	295
LASER CLASS 7000	Monthly service contract budget fee	N/A
	Annual service contract fee	315
FAX L700	Monthly service contract budget fee	N/A
	Annual service contract fee	N/A
FAX L775	Monthly service contract budget fee	33
	Annual service contract fee	390
FAX L785	Monthly service contract budget fee	33
	Annual service contract fee	390
FAX L790	Monthly service contract budget fee	41
	Annual service contract fee	490

CORPORATE CONTRACT 4023
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GENERAL MOTORS CORPORATION
CANON CANADA PRICING
CONTRACT LEVEL PROGRAM

PURCHASE PRICING

SUPPLY PRICING

CANADA

G3 Thermal Paper

Thermal Paper 1	\$ 138
Thermal Paper 2	77
Thermal Paper 3	49
ACTIS Paper 1	31
AT Cartridge 1	52

G3 Plain Paper

BX-2 Cartridge (B340)	35
FX1 Cartridge (L790)	152
FX1 Cartridge ¹ (L790)	126
FX2 Cartridge (LC5000/LC7000)	106

¹ GMAC only

AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 3/3/92
EFFECTIVE DATE IMMED.

- CANON USA, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143-2693
- ATTN: MR. MILT WARD

FOR GMAC USE—ONLY

- LOCATION—FACSIMILE
- ITEM ORDERED—BLANKET

THIS IS AN AMENDMENT — CHANGE NO. 1 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
AMENDMENT			
TO DELETE: J. J. MUSSelman & J. L. TODD			
TO ADD: H. L. DAVIS AS AN AUTHORIZED AGENT			

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 5-89)
PRINTED IN U.S.A. 1M 12/90

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP.
3044 W. Grand Blvd.
Detroit, MI 48202
Attn: Purchasing Activities
Argo 'A' Bldg., Room 585-H
C. F. Eiler
C. F. EILER - PURCHASING AGENT
R. J. MAHONEY - SENIOR BUYER

AA- 02708

02/03/93 08:58 0874 4544
AMENDMENT

GMAC S&E

+++ CANON IL

006/007

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 07-29-92

EFFECTIVE DATE 07-01-92

CANON USA, INC.
 100 PARK BLVD.
 ITASCA, IL 60143-2693

ATTN: MILT WARD

FOR GMAC USE—ONLY

• LOCATION—ALL

• ITEM ORDERED—FACSIMILE B.C.

THIS IS AN AMENDMENT — CHANGE NO. 2 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
		AMENDMENT AMEND THIS ORDER TO ADD THE FOLLOWING ITEM: MODEL L700 PLAIN PAPER LASER FACSIMILE MACHINE NO TRADE-IN ALLOWANCE 90-DAY WARRANTY.	\$1,997.00

REASON FOR AMENDMENT

GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd. Detroit, MI 48202 Attn: Purchasing Activities Argo 'A' Bldg., Room 585-H
C. F. EILER - PURCHASING AGENT
R. J. MAHONEY - SENIOR BUYER

DATE <u>07-29-92</u>	DEPT. ISSUED BY <u>LINDA PINK</u>	SPACE & EQUIPMENT ROOM NO. <u>ARGO A 585H</u>	ACCT. NO.	PROJECT NO.
DEPT. APPROVAL <u>J. Schmitz</u>	FINAL APPROVAL <u>J. Jennings 7/30/92</u>			

AA-03040

02/03/93 08:56 874 4544

GMAC S&E

++ CANON IL

001/001

AMENDMENT
GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 10-11-92

EFFECTIVE DATE 10-01-92

CANON USA, INC.
• 100 PARK BLVD.
• ITASCA, IL 60143-2693

FOR GMAC USE—ONLY

- LOCATION—ALL
- ITEM ORDERED—FACSIMILE 8.0.

ATTN: MILT WARD

THIS IS AN AMENDMENT — CHANGE NO. 3 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
		AMENDMENT AMEND THIS ORDER TO ADD NEW MODELS AND CHANGE CURRENT PRICING OF FACSIMILE MACHINES AS SHOWN ON THE ATTACHED PAGES.	

REASON FOR AMENDMENT

GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd. Detroit, MI 48202 Attn: Purchasing Activities Argo 'A' Bldg., Room 585-H
C. F. EILER • PURCHASING AGENT
R. J. MAHONEY - SENIOR BUYER

DATE 10-11-92	DEPT. LINDA PINK	SPACE & EQUIPMENT ROOM NO. ARGO A 585H	ACCT. NO.	PROJECT NO.
DEPT. APPROVAL <i>Linda Pink</i>	FINAL APPROVAL <i>J. Jennings J 10/12/92</i>			

AA- 03259

AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 11-17-92
EFFECTIVE DATE 7/1/92

CANON U.S.A.
• 100 PARK BLVD.
• ITASCA, IL 60143-2693

FOR GMAC USE—ONLY

- LOCATION— GMAC ALL
- ITEM ORDERED—FAX B.O.

ATTN: MILT WARD

THIS IS AN AMENDMENT — CHANGE NO. 4 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

ITEM	QUANTITY	DESCRIPTION	PRICE
AMENDMENT			
AMEND THIS ORDER TO CHANGE EFFECTIVE DATE OF AMENDMENT #3 TO 7/1/92 FROM 10/1/92.			

REASON FOR AMENDMENT

**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

GMAC 456 (REV. 5-89)
PRINTED IN THE U.S.A. 1M 7/92

ORIGINAL

GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd. Detroit, MI 48202 Attn: Purchasing Activities Argo 'A' Bldg., Room 526H <i>C. F. Eiler</i> C. F. EILER - PURCHASING AGENT
R. J. MAHONEY - SENIOR BUYER

AA- 03312



02/09/95 14:10 8708 250 4120

CUSA NA CHICAGO → NA CONTRACTS

002/002

AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 6/17/93
EFFECTIVE DATE 6/1/93

• CANON U S A, INC.
 • 100 PARK BLVD.
 • ITASCA, IL 60143

ATTN: MILT WARD

FOR GMAC USE—ONLY

• LOCATION—

• ITEM ORDERED— **BLANKET**

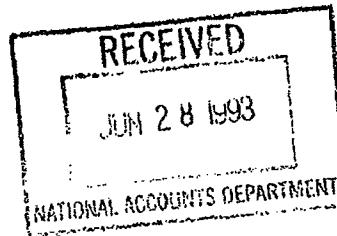
THIS IS AN AMENDMENT — CHANGE NO. 5 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

QUANTITY	DESCRIPTION	PRICE
	<p>AMENDMENT</p> <p>AMEND THIS ORDER TO INCLUDE THE FOLLOWING ITEM:</p> <p>LEGAL CASSETTE FOR FACSIMILE MODELS L700, L775, L785, L790, L3300</p>	\$55.00/EA

REASON FOR AMENDMENT



GENERAL MOTORS ACCEPTANCE CORP.
3044 W. Grand Blvd., Detroit, MI 48202
Attn: Purchasing Activities


R. J. MAHONEY - SENIOR BUYER

**PLEASE RETURN THE ATTACHED
AMENDMENT COPY PROMPTLY**

AA- 0472

AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 10/21/93
EFFECTIVE DATE 10/10/93

- CANON U S A, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143

ATTN: MILT WARD

FOR GMAC USE—ONLY

- LOCATION—
- ITEM ORDERED— BLANKET ORDE

THIS IS AN AMENDMENT — CHANGE NO. 6 TO PURCHASE ORDER NO. A 86610

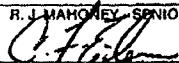
AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

QUANTITY	DESCRIPTION	PRICE
	AMENDMENT ADD ITEM TO ORDER AS FOLLOWS: ROM CHIP FOR MODEL L700 FACSIMILE MACHINE	\$150.00/EA.

REASON FOR AMENDMENT

NOV - 1 1993

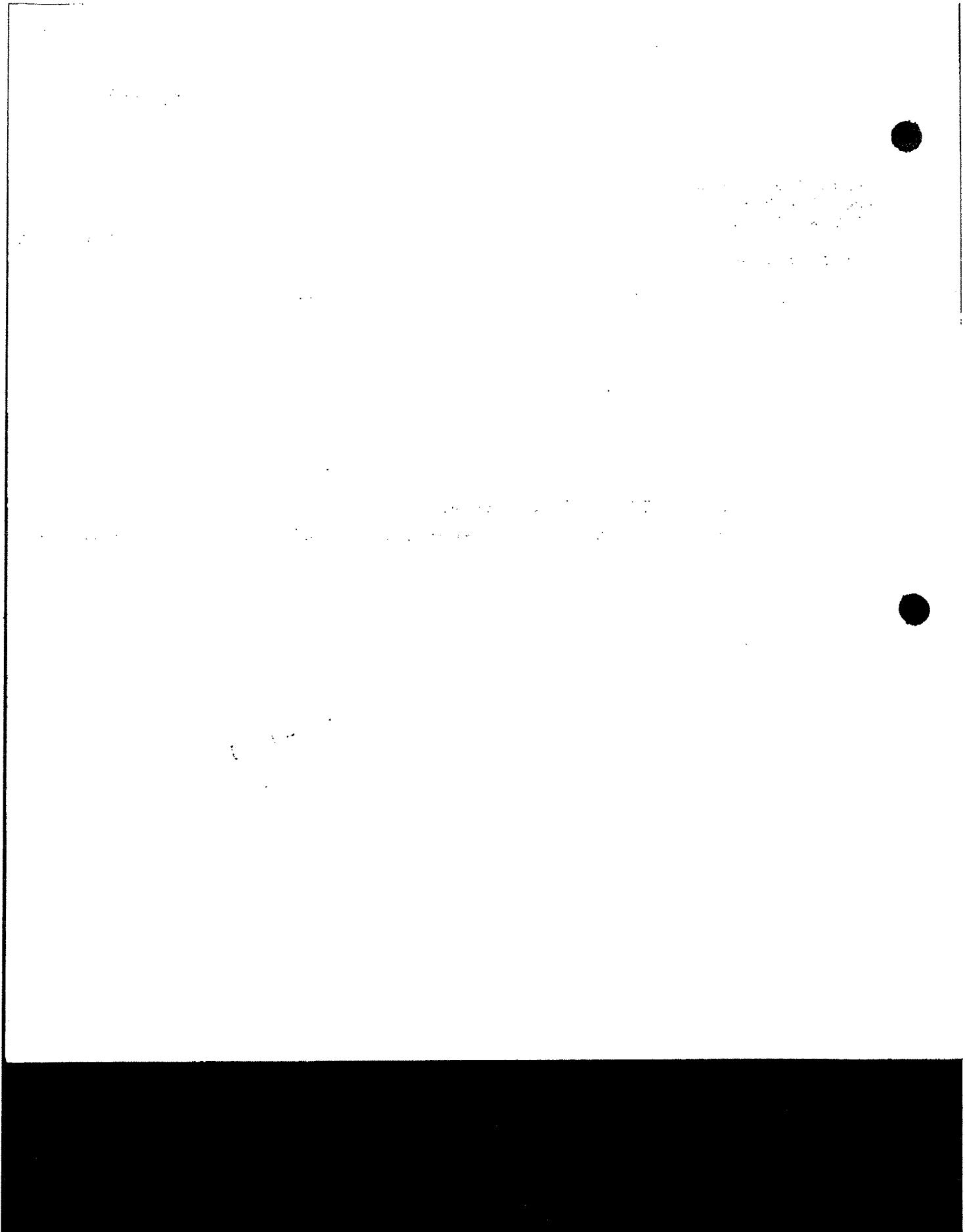
GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd., Detroit, MI 48202 Attn: Purchasing Activities
R. J. MAHONEY - SENIOR BUYER 
C. F. EILER - PURCHASING AGENT

**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

ORIGINAL

GMAC 456 (REV. 1/93)
PRINTED IN THE U.S.A. 1/93

AA-04902



AMENDMENT
ERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 12/16/93
EFFECTIVE DATE IMMED.

- CANON U S A, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143
- ATTN: MILT WARD

FOR GMAC USE—ONLY

- LOCATION—
- ITEM ORDERED—BLANKET ORDER

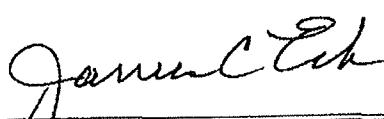
THIS IS AN AMENDMENT — CHANGE NO. 7 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

QUANTITY	DESCRIPTION	PRICE
AMENDMENT		
TO ADD THE ITEMS LISTED ON THE ATTACHMENT:		
SPECIAL NOTE TO THE "FX1 PLAIN PAPER TONER CARTRIDGE THIS HAS BEEN ADDED TO BRACS - #4099C		

REASON FOR AMENDMENT TO ADD SUPPLIES



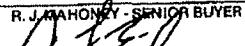
**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

ORIGINAL

GMAC 456 (REV. 1/93)
PRINTED IN THE U.S.A. 1/93

GENERAL MOTORS ACCEPTANCE CORP.
3044 W. Grand Blvd., Detroit, MI 48202
Attn: Purchasing Activities

R. J. MAHONEY - SENIOR BUYER



C. F. EILER - PURCHASING AGENT

AA- 04955

11/04/94	11:59	01 708 250 9744	NAT ACCT MWR	→→ IN CONTRACTS IN	00002/000
11/03/94	13:35	03133470648	MILT WARD	--- NAT ACCT MWR	0001
11/02/94 13:56 0313 974 4544			GMAC S&E	0002	

GENERAL MOTORS CONTRACT NEGOTIATING COMMITTEE

November 2, 1994

Canon USA, Inc.
100 Park Blvd.
Itasca, IL 60143-2800
Attn: Mr. Milt Ward, National Account Manager

Re: GM/Canon Facsimile Contract Number 4023

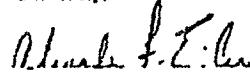
Mr. Ward:

This will advise that the GM Contract Negotiating Committee will be extending Contract 4023 covering facsimile equipment effective November 1, 1994 through December 31, 1997. In accordance with the negotiated and agreed upon proposals of September 1994, Canon will be one of the four (4) suppliers participating in the GM Corporate Facsimile standards program during this three year period.

It is the Committee's intent to issue the formal amended contracts within the next week; however, you may consider this letter as your authorization to proceed with the contract.

We thank you for your efforts during the negotiating process.

Sincerely,


Charles F. Eiler

/btk

Please acknowledge and return to my attention at fax #313/974-4544.

Signature: R.W. Bramlett Date: 11/2/94

AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 11/23/94
EFFECTIVE DATE 10/18/94

<input type="checkbox"/> CANON U S A, INC. <input type="checkbox"/> 100 PARK BLVD. <input type="checkbox"/> ITASCA, IL 60143	<input type="checkbox"/> ATTN: MILT WARD	FOR GMAC USE--ONLY • LOCATION— • ITEM ORDERED— blanket order
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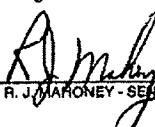
THIS IS AN AMENDMENT — CHANGE NO. 9 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

QUANTITY	DESCRIPTION	PRICE
	AMENDMENT amend this order to extend the expiration date to December 31, 1997 and to add new pricing and models per the attached specification:	

REASON FOR AMENDMENT

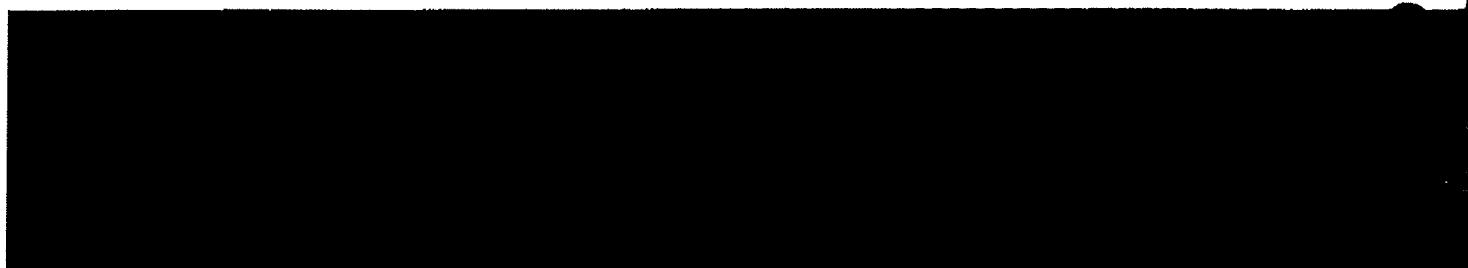
GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd., Detroit, MI 48202 Attn: Purchasing Activities
 R. J. MARONEY - SENIOR BUYER
C. F. EILER - PURCHASING AGENT

**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

ORIGINAL

GMAC 456 (REV. 1/93)
PRINTED IN THE U.S.A. 1/93

AA- 05379



AMENDMENT

GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

DATE 3/20/95
EFFECTIVE DATE 3/1/95

CANON U S A, INC.
 100 PARK BLVD.
 ITASCA, IL 60143

ATTN: MILT WARD

3-24-95

FOR GMAC USE—ONLY
• LOCATION—
• ITEM ORDERED—

THIS IS AN AMENDMENT -- CHANGE NO. 9 TO PURCHASE ORDER NO. A 86610

AFTER RECORDING CHANGES NOTED BELOW, ATTACH TO AND MAKE A PART OF ORIGINAL PURCHASE ORDER, INCLUDING ITS TERMS AND CONDITIONS.

PLEASE MAKE THE FOLLOWING CHANGES

QUANTITY	DESCRIPTION	PRICE
AMENDMENT		
AMEND THIS ORDER TO REFLECT THE CHANGES IN TERMS AND PRICING STRUCTURE AS PER THE ATTACHED CONTRACT 4023:		

CANON U.S.A., INC. ("CANON USA") HEREBY
ACKNOWLEDGES RECEIPT OF YOUR PURCHASE ORDER.
THIS ORDER IS BEING ACCEPTED SUBJECT TO THE
TERMS AND CONDITIONS OF YOUR MASTER AGREEMENT
WITH CANON USA.

Jamie C. Eiler 3/21/95
AUTHORIZED CANON U.S.A., INC. SIGNATORY DATE

REASON FOR AMENDMENT

GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd., Detroit, MI 48202 Attn: Purchasing Activities
R. J. MANONE - SENIOR BUYER <i>R.J.M.</i>
C. F. EILER - PURCHASING AGENT <i>C.F.E.</i>

**PLEASE RETURN THE ATTACHED
ACKNOWLEDGEMENT COPY PROMPTLY**

GMA 456 (REV. 1/93)
PRINTED IN THE U.S.A. 1/93

ORIGINAL

AA- 05534

U.S. AIR FORCE (COMON UAF) MEMORANDUM
ACKNOWLEDGES RECEIPT OF THIS TRANSMISSION ORDER
THIS ORDER IS MADE ACCORDING TO THE
TERMS AND CONDITIONS OF THE AIR FORCE AGREEMENT
WITH COMON UAF.

AUTHORISED COMON UAF, MC 220000Z DATE



GENERAL MOTORS ACCEPTANCE CORPORATION
AND ITS CONSOLIDATED SUBSIDIARIES
MC 482-103-101
3044 WEST GRAND BLVD.
DETROIT, MI 48202
(313) 556-9348 • (313) 974-4544 FAX

P.O. NUMBER	AMENDMENT CHANGE NUMBER	
00006		
RELEASE NUMBER	DATE	PAGE
00006	05/01/98	1

VENDOR: MILET WARD

SHIP INSIDE DELIVERY TO:

057661

CANON USA, INC.
ATTN: MILET WARD
100 PARK BLVD.
UTICA 01458

SEE BELOW

TERMS	F.O.B.	SHIP VIA	DELIVERY DATE
NET 30 DAYS	SHIPPING POINT	BEST WAY-PREPARED	05/01/98

AN AUTHORIZATION TO PRINT TO BE HELD FOR SHIPPING INSTRUCTIONS A RELEASE OF MATERIAL
 AN INSTRUCTION AS NOTED BELOW A RELEASE OF EQUIPMENT CONFIRMING ORDER

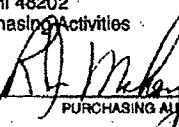
QUANTITY	DESCRIPTION	PRICE
1.00	AMEND #11 TO ADD THE FOLLOWING ITEM: PRINTER, L4600 FAX/COPY/MACHINE @ \$1,092.00/EA EX-3 TONER CARTRIDGE @ \$66.00/EA	

R.H. KING

INVOICE IN DUPLICATE TO:

GENERAL MOTORS ACCEPT. CORP.
ACCOUNTS PAYABLE CONTROL
ANX 108, MAIL CODE 482-103-103
3044 WEST GRAND BOULEVARD
DETROIT MI 48202

GENERAL MOTORS ACCEPTANCE CORP.
MC 482-103-101
3044 West Grand Blvd.
Detroit, MI 48202
Alt: Purchasing Activities


PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on
All Invoices, Packaging Slips, and Transportation Bills.

GENERAL MOTORS ACCEPTANCE CORPORATION
AND ITS CONSOLIDATED SUBSIDIARIES
MC 482-103-101
3044 WEST GRAND BLVD.
DETROIT, MI 48202
(313) 556-9348 • (313) 974-4544 FAX

BLANKET RELEASE

P.O. NUMBER A B6610	AMENDMENT CHANGE NUMBER	
RELEASE NUMBER 0008	DATE 05/08/97	PAGE

VENDOR: MILT WARD

SHIP INSIDE DELIVERY TO:

047412

CANON USA, INC.
ATTN: MILT WARD
100 PARK BLVD.
ITASCA IL 60143

*** SEE BELOW ***

TERMS	F.O.B.	SHIP VIA	DELIVERY DATE
25TH PROX.	SHIPPING POINT	BEST WAY-PREPAID	05/08/97

AN AUTHORIZATION TO PRINT TO BE HELD FOR SHIPPING INSTRUCTIONS A RELEASE OF MATERIAL
 AN INSTRUCTION AS NOTED BELOW A RELEASE OF EQUIPMENT CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1 S EA	AMEND #12 TO CHANGE THE PRICE OF THE FX-2 TONER CARTRIDGES TO \$66.00/EA EFFECTIVE IMMEDIATELY.	

CONFIRMING ORDER

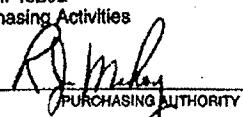
R.H. KING

INVOICE IN DUPLICATE TO:

GENERAL MOTORS ACCEPT. CORP.
ACCOUNTS PAY/CASH CONTROL
ANX 108, MAIL CODE 482-101-108
3044 WEST GRAND BOULEVARD
DETROIT MI 48202

GENERAL MOTORS ACCEPTANCE CORP.

MC 482-103-101
3044 West Grand Blvd.
Detroit, MI 48202
Attn: Purchasing Activities


PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on
All Invoices, Packaging Slips, and Transportation Bills.

GENERAL MOTORS ACCEPTANCE CORPORATION
AND ITS CONSOLIDATED SUBSIDIARIES
MC 482-103-101
3044 WEST GRAND BLVD.
DETROIT, MI 48202
(313) 556-9348 • (313) 974-4544 FAX

AMENDMENT RELEASE

P.O. NUMBER	AMENDMENT CHANGE NUMBER	
MC 482-103-101		
RELEASE NUMBER	DATE	PAGE
0014	11/12/97	1

VENDOR: MULTEK WARD

SHIP INSIDE DELIVERY TO:

060909

MULTEK USA INC.
100 PARK DRIVE
TASCOL, TX 76054

*** SEE BELOW ***

TERMS	F.O.B.	SHIP VIA	DELIVERY DATE
NET 30 DAYS	CHICAGO PLANT	BEST WAY-PREPAID	11/12/97

AN AUTHORIZATION TO PRINT TO BE HELD FOR SHIPPING INSTRUCTIONS A RELEASE OF MATERIAL
 AN INSTRUCTION AS NOTED BELOW A RELEASE OF EQUIPMENT CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1	AMENDMENT TO ADD: MODEL: LCB500 @ \$1349.00/EA EX-4 TONER CARTRIDGE @ \$68.00/EA	

R.H. KING

INVOICE IN DUPLICATE TO:

GENERAL MOTORS ACCEPT. CORP.
ACCOUNTS PAY/CASH CONTROL
AMX 100, MAIL CODE 482-1X3-100
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

GENERAL MOTORS ACCEPTANCE CORP.

MC 482-103-101
3044 West Grand Blvd.
Detroit, MI 48202
Attn: Purchasing Activities

R.H. King
PURCHASING AUTHORITY

Please Order Number and Release Number Must Appear on
All Invoices, Packaging Slips, and Transportation Bills.

PURCHASE ORDER
GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

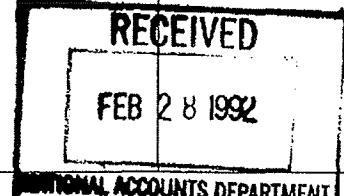
- CANON USA, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143-2693

ATTN: MILT WARD
708/250-6262 (XT. 7760 FOR
VOICE MAIL)

PURCHASE ORDER NUMBER AND RELEASE NUMBER MUST APPEAR ON ALL
INVOICES, PACKING SLIPS AND TRANSPORTATION BILLS.

Purchase Order No. A- 86610		Date 12/10/91
<input type="checkbox"/> SHIP INSIDE DELIVERY TO <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION THRU G.M. BLDG.-SHIPPING & RECEIVING DEPT. USE ENTRANCE ON SECOND AVE -BETWEEN WEST GRAND BLVD. & WEST MILWAUKEE AVE. DETROIT, MI 48202 ATTN: ANNEX NOTE: MAXIMUM TRUCK CLEARANCE IS 11'0"		INVOICE IN TRIPPLICATE TO <input type="checkbox"/> DELIVERY LOCATION <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION ACCOUNTING DEPT.-ANNEX 106 3044 WEST GRAND BLVD. DETROIT, MI 48202 <input type="checkbox"/> MOTORS INSURANCE CORP. TREASURER'S DEPT.-ANNEX 75 3044 W. GRAND BLVD. DETROIT, MI 48202 <input type="checkbox"/> GMAC MORTGAGE CORP. CORP. ACCOUNTING 8380 OLD YORK ROAD ELKINS PARK, PA 19117 <input type="checkbox"/>
<input type="checkbox"/> SHIP INSIDE DELIVERY TO: <input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORP. <input type="checkbox"/> GMAC LEASING CORPORATION <input type="checkbox"/> MOTORS INSURANCE CORP. <input type="checkbox"/> GMAC MORTGAGE CORP. SEE BELOW		**SEE PAGE 2

TERMS	F.O.B. INSIDE DELIVERY	SHIP VIA	DELIVERY DATE	CODE NO.
NET 10TH & 25TH PROX.	DESTINATION	BEST WAY PREPAID	AS RELEASED	
QUANTITY	DESCRIPTION			PRICE
BLANKET ORDER FOR THE PERIOD 12/1/91 THROUGH 11/30/94 MEETING THE REQUIREMENTS OF GMAC AND ITS CONSOLIDATED SUBSIDIARIES COVERING FACSIMILE EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED GM/CANON CONTRACT 4023: ALL MATERIAL AND/OR SERVICES ARE TO BE RELEASED ON FORM GME-457 GMAC AND APPROVED BY ONE OF THE FOLLOWING AUTHORIZED AGENTS: J. J. MUSSelman, J. L. TODD, G. M. STETZ, J. G. AVENIUS, K. E. HARRIS, R. H. KING, L. E. PINK, S. LISTH, K. McDONOUGH, R. O'DONNELL, J. HEALY, M. DUGAN, R. FRATZKE, OR M. VOLKENS. ALL VERBAL INSTRUCTIONS OR CHANGES ARE TO BE CONFIRMED IN WRITING. THIS ORDER MAY BE CANCELLED BY EITHER PARTY UPON RECEIPT OF 30 DAY WRITTEN NOTICE. THIS ORDER SUPERSEDES P. O. #85094 DATED 12/90.				



SEE TERMS AND CONDITIONS ON REVERSE SIDE OF ORDER

This order is not binding until accepted. Acceptance must be executed on acknowledgement copy which should be returned to Buyer.

On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.

This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

GMAC (REV. 8/91)
PRINTED IN U.S.A. 1M 8/91

GENERAL MOTORS ACCEPTANCE CORP. 3044 W. Grand Blvd. Detroit, MI 48202 Attn: Purchasing Activities Argo 'A' Bldg. Room 505-H C. F. EILER - PURCHASING AGENT R. J. MAHONEY - SENIOR BUYER

ORIGINAL

REQ. NO. 05943

PURCHASE ORDER TERMS AND CONDITIONS

MAY, 1986

PURCHASE ORDER

**GENERAL MOTORS ACCEPTANCE CORPORATION
AND CONSOLIDATED SUBSIDIARIES**
3044 WEST GRAND BOULEVARD
DETROIT, MI 48202

- CANON USA, INC.
- 100 PARK BLVD.
- ITASCA, IL 60143-2693

ATTN: MILT WARD

708/250-6262 (XT. 7780 FOR

PURCHASE ORDER NUMBER AND RELEASE NUMBER MUST APPEAR ON ALL
INVOICES, PACKING SLIPS AND TRANSPORTATION BILLS.

TERMS
NET 10TH & 25TH PROX.

F.O.B. INSIDE DELIVERY
DESTINATION

Purchase Order No. A-86610

Date 12/10/91

SHIP INSIDE DELIVERY TO	
<input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORPORATION THRU G.M. BLDG. SHIPPING & RECEIVING DEPT. USE ENTRANCE ON SECOND XVE-BETWEEN WEST GRAND BLVD. & WEST MILWAUKEE AVE. DETROIT, MI 48202 ATTN: ANNEX NOTE: MAXIMUM TRUCK CLEARANCE IS 11'9"	
SHIP INSIDE DELIVERY TO:	
<input type="checkbox"/> GENERAL MOTORS ACCEPTANCE CORP. <input type="checkbox"/> GMAC LEASING CORPORATION <input type="checkbox"/> MOTORS INSURANCE CORP. <input type="checkbox"/> GMAC MORTGAGE CORP.	
SEE BELOW	

INVOICE INTRICATE TO	
<input type="checkbox"/> DELIVERY LOCATION GENERAL MOTORS ACCEPTANCE CORPORATION 3044 WEST GRAND BLVD. DETROIT, MI 48202	
<input type="checkbox"/> MOTORS INSURANCE CORP. TREASURER'S OFFICE Annex 75 3044 W. GRAND BLVD. DETROIT, MI 48202	
<input type="checkbox"/> GMAC MORTGAGE CORP. CORP. ACCOUNTING 8880 DODGE WORK ROAD ELKINS PARK, PA 19412	

SEE PAGE 2

QUANTITY	DESCRIPTION	PRICE
	BLANKET ORDER FOR THE PERIOD 12/1/91 THROUGH 11/30/94 MEETING THE REQUIREMENTS OF GMAC AND ITS CONSOLIDATED SUBSIDIARIES COVERING FACSIMILE EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ATTACHED GM/CANON CONTRACT #6223.	
	ALL MATERIAL AND/OR SERVICES ARE TO BE RELEASED ON FROM ONE-457 GMAC AND APPROVED BY ONE OF THE FOLLOWING AUTHORIZED AGENTS: J. J. MUSSelman, J. L. TODD, G. W. STETZ, J. S. AVENIUS, K. E. HARRIS, R. H. KING, L. T. PINK, S. LISTW, K. MCDONOUGH, R. O'DONNELL, J. HEALY, M. DOGAN, R. FRATZKE, OR W. VOLKENS.	
	ALL VERBAL INSTRUCTIONS OR CHANGES ARE TO BE CONFIRMED IN WRITING.	
	THIS ORDER MAY BE CANCELLED BY EITHER PARTY UPON RECEIPT OF 30 DAY WRITTEN NOTICE.	
	THIS ORDER SUPERSEDES P. A. #85094 DATED 12/90.	

ACKNOWLEDGEMENT—MUST BE SIGNED AND RETURNED TO PURCHASING DEPARTMENT

On the reverse side hereof are the terms and conditions to which the Seller agrees by acceptance of this order.
Material will be shipped to meet your instructions.

If no instructions are given or provided for, shipment will be made on or about _____ via _____

Vendor: _____

Date: _____

By: _____

REQ. NO. 05943

PURCHASE ORDER TERMS AND CONDITIONS

MAN-1986

PAGE 2
P. D. #A 86610
12/10/91

**INVOICE TO: ALL PURCHASE ORDER RELEASES WILL INSTRUCT YOU TO INVOICE ONE OF THE FOLLOWING ADDRESSES:

GMAC

3044 W. GRAND BLVD.
ANNEX 108
DETROIT, MI 48202
ATTN: CENTRAL ACCOUNTS PROCESSING

MIC

3044 W. GRAND BLVD.
ARGO A, 432 B
DETROIT, MI 48202
ATTN: ACCOUNTS PAYABLE

GMAC MORTGAGE CORP.

8360 OLD YORK ROAD
ELKINS PARK, PA 19117
ATTN: CORPORATE ACCOUNTING

GMAC MORTGAGE CORP.

3451 HAMMOND AVENUE
WATERLOO, IA 50702
ATTN: CORPORATE ACCOUNTING

INVOICES MUST REFERENCE BOTH THE PURCHASE ORDER AND RELEASE NUMBERS.

BLANKET ORDER CLAUSE

PRICES QUOTED ARE TO BE FIRM FOR THE PERIOD SPECIFIED. HOWEVER ADJUSTMENTS IF ANY, ARE TO BE MUTUALLY ACCEPTED BY BOTH PARTIES. ANY INCREASE MUST BE SUBMITTED IN WRITING AND WILL NOT BECOME EFFECTIVE UNTIL 30 DAYS AFTER IT HAS BEEN PRESENTED TO THE BUYER. PRICE DECREASES FOLLOWING THEIR EFFECTIVE ANNOUNCEMENTS WILL BE IN EFFECT ON ALL SHIPMENTS. NO PRICE CHANGE WILL BE CONSIDERED FOR THE DURATION OF A BLANKET ORDER UNLESS IT REFLECTS A DIRECT COST PASS THROUGH AND IS SUPPORTED BY DETAILED DOCUMENTATION REFLECTING AN OVERALL TRADE INCREASE. IN THE EVENT SUCH PRICE INCREASES ARE NOT ACCEPTED BY BUYER, THIS AGREEMENT MAY BE CANCELLED WITHOUT COMMITMENT.

TO 02-Q-4780
CANON USA INC
100 PARK BLVD
ITASCA IL
60143 US



GENERAL MOTORS CORPORATION
GM WORLDWIDE PURCHASING
6750 CHICAGO ROAD
M/C 480-201-001
WARREN MI
48090

MATERIALS REQUIREMENT
CONTRACT ALTERATION
RD807824 - 003
EFFECTIVE: 02/14/96
RC EFFECTIVE: 04/03/95
RC EXPIRES: 12/31/97
PAGE 1 OF 1

BY: BUSINESS SUPPLIES PRINT DATE: 02/14/96
TELEPHONE NO: (810) 947-6204

*** THIS IS A CHANGE TO AN EXISTING
CONTRACT NOW READS AS FOLLOWS: *** (A01)
REQUIREMENTS CONTRACT. REQUIREMENTS

ALL PRICES ARE CONTRACTED IN U.S. DOLLARS

ALTERATION TO AMEND CONTRACT.

THE FOLLOWING CLAUSES HAVE BEEN ADDED TO THE CONTRACT.

AMEND CONTRACT EFFECTIVE 2/8/96 TO
CANON NP6012

INCLUDE UNITS:

TO INCLUDE MODELS:
CLC 350, CLC 700, CLC 800, BU 2436
CANON NP 6012, NP 6050, CJ7, CJ10,
CLC350, CLC 700, CLC 800, BU 2436

PURCHASE ORDER TERMS AND CONDITIONS

SPARK REVISED 5-85

GENERAL MOTORS ACCEPTANCE CORPORATION
AND ITS CONSOLIDATED SUBSIDIARIES
MC 482-103-101
3044 WEST GRAND BLVD.
DETROIT, MI 48202
(313) 556-9348 • (313) 974-4544 FAX

CHANGED RELEASE

P.O. NUMBER	AMENDMENT CHANGE NUMBER	
3044		
00020	05/28/97	

VENDOR: MILT WARD

SHIP INSIDE DELIVERY TO:

047930

CARTER USA, INC.
ATTN: MILT WARD
100 TRUCK BLVD.
TASCA

100 TRUCK BLVD.

TERMS	F.O.B.	SHIP VIA	DELIVERY DATE
25TH PROX.	SATURDAY POINT	BEST WAY PREPAID	05/28/97

AN AUTHORIZATION TO PRINT TO BE HELD FOR SHIPPING INSTRUCTIONS A RELEASE OF MATERIAL
 AN INSTRUCTION AS NOTED BELOW A RELEASE OF EQUIPMENT CONFIRMING ORDER

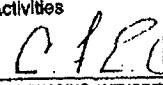
QUANTITY	DESCRIPTION	PRICE
1	AMEND WS TO REFLECT PRICE CHANGES AND NEW EQUIPMENT AS PER THE ATTACHED PRICE SHEET(s).	

INVOICE IN DUPLICATE TO:

INVOICE DELIVERY LOCATION

GENERAL MOTORS ACCEPTANCE CORP.

MC 482-103-101
3044 West Grand Blvd.
Detroit, MI 48202
Attn: Purchasing Activities


PURCHASING AUTHORITY

Purchase Order Number and Release Number Must Appear on
All Invoices, Packaging Slips, and Transportation Bills.

GENERAL MOTORS ACCEPTANCE CORPORATION
AND ITS CONSOLIDATED SUBSIDIARIES
MC 482-103-101
3044 WEST GRAND BLVD.
DETROIT, MI 48202
(313) 556-9348 • (313) 974-4544 FAX

VENDOR: MILT WARD

CANON USA, INC.
ATTN: MILT WARD
100 PARK BLVD.
ITASCA IL 60143

BLANKET RELEASE	
P.O. NUMBER	AMENDMENT CHANGE NUMBER
RELEASE NUMBER	DATE
B6081	0021
	07/23/97
	PAGE

SHIP INSIDE DELIVERY TO:

058287

*** SEE BELOW ***

TERMS	F.O.B.	SHIP VIA	DELIVERY DATE
25TH PROX.	SHIPPING POINT	BEST WAY PREPAID	07/24/97

AN AUTHORIZATION TO PRINT TO BE HELD FOR SHIPPING INSTRUCTIONS A RELEASE OF MATERIAL
 AN INSTRUCTION AS NOTED BELOW A RELEASE OF EQUIPMENT CONFIRMING ORDER

QUANTITY	DESCRIPTION	PRICE
1	AMEND S. #6 - TO REFLECT CHANGES AS PER THE ATTACHED PRICE SCHEDULE EFFECTIVE IMMEDIATELY.	

INVOICE IN DUPLICATE TO:

INVOICE DELIVERY LOCATION

Purchase Order Number and Release Number Must Appear on
Invoices, Packaging Slips, and Transportation Bills.

GENERAL MOTORS ACCEPTANCE CORP.
MC 482-103-101
3044 West Grand Blvd.
Detroit, MI 48202
Attn: Purchasing Activities

C.F.E.C.
PURCHASING AUTHORITY

PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: Seller has read and understands this order and agrees that Seller's written acceptance or confirmation of receipt of goods under this order shall constitute Seller's acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to the order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Paragraph 31.
2. SHIPPING, BILLING AND FLSA CERTIFICATION: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer and involved carriers and to keep a record of transportation cost; (b) to route shipments in accordance with instructions from Buyer's Traffic Department; (c) to make no charge for handling, packaging, storage, transportation or delivery of goods unless otherwise stated in this order; (d) to provide each shipping packing slips with Buyer's order number marked thereon; (e) to properly mark each package with this order number, the factory, plant and dock number, and where multiple packages comprise a single shipment, to consecutively number each package; and (f) to promptly forward the original bill of lading or other shipping receipt for each shipment to Buyer in accordance with Buyer's instructions. Seller will not mark any bill of lading or other shipping receipt with Buyer's instructions. Seller will not mark any bill of lading or other shipping receipt with carrier's classification identification of the goods, unless in accordance with Buyer's instructions and carrier's requirements. The marking on bills of lading and identification of the goods on packing slips, bills of lading and invoices shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (g) to accept payment by check or, at Buyer's discretion, other cash equivalent (including electronic funds transfer), in accordance with the applicable requirements of section 9, Title 12 of the Fair Labor Standards Act, as amended, and of regulations and orders issued by the United States Department of Labor issued in connection therewith. The payment date is set forth on the face side of this order, or if not stated, shall be the 25th day of the month following Buyer's receipt of a proper invoice (except as may otherwise be agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Time for payment shall not begin until all documents complete in respect to the order have been received by Buyer, and Seller's cash discount privilege to Buyer shall not begin until payment is due. Buyer may withhold payment of any amount due until such time and in such form and detail as Buyer may direct, of the amount due, for any late deliveries, non-deliverances and claims on the goods or services under this order.
3. DELIVERY SCHEDULES: Deliveries shall be made both in quantities and at times specified in Buyer's schedule. Buyer shall not be required to make payment for goods delivered to Buyer which are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. For orders of goods where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in writing.
4. PREMIUM SHIPMENTS: If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall, at Buyer's option, (i) promptly reimburse Buyer the difference in cost between the more expeditious method and the original method, or (ii) if Buyer so desires, reduce its payment of Seller's invoices to such a percentage of full price as is reasonably possible to Seller's expense and invoice Buyer for the difference in cost which Buyer would have paid for normal shipment.
5. CHANGES: Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to or cancel any order, or to change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes; any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Paragraph 31.
6. INSPECTION: Seller agrees that Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-progress or finished goods.
7. NONCONFORMING GOODS: To the extent Seller rejects goods as nonconforming, the quantities under the order so affected shall be deducted unless Buyer otherwise notifies Seller. Seller will not replace quantities so rejected without a new order or schedule from Buyer. Nonconforming goods will be held by Buyer for disposition in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within ten (10) days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to either (i) require Seller to repair or replace the nonconforming goods at Seller's expense, or (ii) if Seller fails to do so within a reasonable time, to deduct the cost of repair or replacement from Seller's payment for nonconforming goods shall not constitute acceptance by Buyer. Seller's right to assert any legal or equitable remedy, or to require Seller's repair or replacement, shall not affect Seller's right to assert any legal or equitable remedy, or to require Seller's repair or replacement, for latent defects.
8. FORCE MAJEURE: Any delay or failure of either party to perform its obligations hereunder shall be uncurred if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party, and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windsstorms, explosions, strikes, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or supplies, or any other cause beyond the reasonable control of the party, failing to extend the duration of the delay) shall be caused by the affected party to the other party within ten (10) days. During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this order. If requested by the Buyer, Seller shall, within ten (10) days of such request, provide adequate assurances that the delay will not exceed thirty (30) days. If the delay lasts more than forty (40) days or Seller fails to provide adequate assurance that the delay will cease within thirty (30) days, Buyer may unconditionally cancel the order without liability.
9. WARRANTIES: Seller warrants that all goods or services covered by this order will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all goods covered by this order which have been selected, designed, manufactured, or assembled by Seller, based upon Buyer's stated use, will be fit and sufficient for the particular purpose intended by Buyer.
10. INGREDIENTS DISCLOSURE AND SPECIAL WARNING & INSTRUCTIONS: If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may require: (a) a list of all ingredients in the goods purchased hereunder, including all of their more ingredients; and (c) information concerning any health hazard associated with such ingredients. Prior to and with the shipment of the goods purchased hereunder, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise Buyer, and their respective employees of how to exerted that measure of care and precaution which will prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing shipped herewith.
11. INDEMNITY: Buyer may immediately cancel this order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment, or assignment is not vacated or nullified within fifteen (15) days of such event.
12. CANCELLATION FOR BREACH: Buyer reserves the right to cancel all or any part of this order, without liability to Seller, if Seller: (a) refuses to deliver goods as specified by Buyer; or (b) fails to make progress so as to permit timely and proper completion of services or delivery of goods; and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.
13. TERMINATION: In addition to any other rights of Buyer to cancel or terminate this order, Buyer may at its option immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts: (a) the cost of all goods or services delivered under this order, including all costs of labor, materials, overhead, and profit; (b) the order price of all goods or services which were completed in accordance with this order and not previously paid for; and (b) the cost of any work-in-progress and raw materials incurred by Seller in furnishing goods or services under this order to the extent such costs are reasonable in amount and are properly allocable or allocable under generally accepted accounting principles to the terminated portion of this order; less, however, the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or materials which Buyer will make no payment for if found to be nonconforming. Seller shall retain title to all goods or services which are not delivered to Buyer, unless such goods or services are not for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods which would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or indirectly, for any subcontractors, sub-subcontractors, or for loss of anticipated profit, unabsorbed overhead, interest, certain product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of this order. Within sixty (60) days
- from the effective date of termination, Seller shall submit a comprehensive Affidavit claim to Buyer, with supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplement and supporting information to Buyer as requested. Buyer, or its agents, shall have the right to inspect and examine all books, records, facilities, work, material, inventories, and other items relating to any Affidavit claim of Seller.
14. INTELLECTUAL PROPERTY: Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorney fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright or mask work right by reason of the manufacture, sale, or distribution of the goods or services ordered, including infringement arising out of or connected with the use of any trade name, logo, slogan or device used by Seller or for actual or alleged infringement of any trademarks or service marks resulting directly or indirectly from Seller's actions; (b) to defend, hold harmless and indemnify Buyer against any claim against Seller under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Seller or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of or connected with the use of any trade name, logo, slogan or device used by Seller or for actual or alleged infringement of any trademarks or service marks resulting directly or indirectly from Seller's actions; (c) to defend, hold harmless and indemnify Buyer against any claim against Seller under the Patent, Trademark and Copyright Act, including any claim for an injunction issued by Buyer, and (d) to grant to Buyer a worldwide, non-exclusive, irrevocable license to repair and to rework any product or product component which is constructed from the goods ordered hereunder. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and mask work rights in any material created for Buyer under this order.
15. TECHNICAL INFORMATION CHECKED TO BUYER: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.
16. INDEMNIFICATION: If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any injuries, claims, demands or expenses (including reasonable attorney fees) for damages to the property or persons (including death) of Buyer, its employees or any other person or entity from or in connection with Seller's performance of work or use of Buyer's property, except for such hacking, claim, or demand arising out of the sole negligence of Buyer.
17. WARRANTY: Seller shall maintain insurance coverage in amounts not less than the following: (a) Product Liability — Statutory Limits for the state or states in which the order is to be performed (or evidence of authority to self-insure); (b) Employee's Liability — \$250,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) — \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage per occurrence; (d) Professional Liability — \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and, if further requested by Buyer, copies of the certificate of insurance maintained by Seller, or if Seller does not have a certificate of insurance, a copy of the certificate of insurance maintained by Seller's insurance company. Seller shall furnish to Buyer a copy of the certificate of insurance maintained by Seller and, if further requested by Buyer, copies of the certificate of insurance maintained by Seller's insurance company. Seller shall furnish to Buyer a copy of the book value thereof less any amount which Buyer has previously paid to Seller for the cost of such Tools, provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller, or if a substantial quantity of like goods are being sold by Seller to others.
18. TOOLS: Unless otherwise agreed to by Buyer, Seller at its own expense shall furnish, keep in good condition, and replace when necessary all tools, jigs, dies, gauges, fixtures, molds, patterns, fixtures, gauges, dies, patterns, equipment and specialized tools required for the production of the goods. The cost of such tools, fixtures, dies, patterns, equipment and specialized tools shall be paid for by Buyer. Seller shall insure the Tools with the insurance company of its choice for the replacement value thereof. Seller grants Buyer an irrevocable option to take possession of or title to the Tools that are special for the production of the goods upon payment to Seller of the book value thereof less any amount which Buyer has previously paid to Seller for the cost of such Tools, provided, however, that this option shall not apply if such Tools are used to produce goods that are the standard stock of Seller, or if a substantial quantity of like goods are being sold by Seller to others.
19. BAILED PROPERTY: All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller for the performance of the order, or for which Seller is responsible, shall remain the property of Buyer. Seller shall bear the cost of removal of such property from the place of delivery and to Buyer's place of business. Seller's property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this order; shall be limited to be personally; shall be conspicuously marked "Property of General Motors Corporation" by Seller; shall not be commingled with the property of Seller or with that of a third person; and the cost of Buyer's such property shall be immediately reimbursed to Seller by Buyer. Seller shall not sell or lease the property of Buyer to any third party, or to any location other than the place of delivery of the property of Buyer, or to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable cost of delivering such property to such location. Buyer shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.
20. REMEDIES: The rights and remedies reserved to Buyer in this order shall be cumulative, and additional to all other or any other remedies provided in law or equity.
21. DUTY DRAWBACK RIGHTS: This order includes all related customs duty and import drawback rights, if any, (including rights developed by substitution and rights which may be acquired from Seller's suppliers) which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.
22. SETOFF: In addition to any right of offset provided by law, all amounts due Seller shall be considered net of indebtedness due Seller to General Motors Corporation and its subsidiaries and General Motors Corporation may deduct any amounts due or to become due from Seller to General Motors Corporation and its subsidiaries from any sums due or to become due from General Motors Corporation to Seller.
23. ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services herein ordered, or use any trademarks or tradenames of Buyer in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payments except for contingent goods delivered or services rendered prior to cancellation.
24. GOVERNMENT COMPLIANCE: Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations under this order.
25. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION: This order, incorporated by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era, and (c) all provisions of 41 C.F.R. 60-741, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (i) the designation of a compliance officer; (ii) the posting of a notice of nondiscrimination in its establishments as required by 41 C.F.R. 60-1.40, as amended; (iii) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (iv) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.
26. NO IMPLIED WARRANTY: The failure of either party at any time to require performance by the other party of any term or condition of this order, or in any way to effect the right to require such performance at any time thereafter, nor shall this waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.
27. NON-ASSIGNMENT: Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.
28. RELATIONSHIP OF PARTIES: Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
29. GOVERNING LAW: This order is to be construed according to the laws of the state from which this order issues as shown by the address of Buyer on the face side of this order.
30. SEVERABILITY: If any provision of this order is held invalid or unenforceable under any statute, regulation, order or rule, such provision, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the order shall remain in full force and effect.
31. ENTIRE AGREEMENT: This order, together with the attachments, exhibits, or supplements, specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/alteration issued by Buyer.

MAY, 1986

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*Worldwide Purchasing
& Order-to-Delivery*

Cadillac Building
M/C: 480-206-246
30009 Van Dyke Avenue
Warren, MI 48090
USA

Date: August 18, 2003

Canon USA
100 Park Blvd.
Itasca, IL 60143

Dear Patricia,
At the request of Milt Ward this letter is to inform you that General Motors has extended Blanket Purchase Orders: TCB05740 and TCB03969 thru 6/30/06. These contracts include Leasing and Rental prices for this period.

If you have other questions, please contact me at 586 974 8931.

Thank you,
Rosemary Culpepper
Sr. Buyer – GM WWP-Indirect

01/08/2003 17:54 FAX 630 250 4120
01/08/2003 WED 18:32 FAX 4808360126
01/08/2003 16:81 586-492-9429

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→ NY CONTRACTS

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General Motors
Worldwide Purchasing
Cadillac Headquarters
60008 Van Dyke
Warren MI 48090-9020
Mail Code 480-206-206

To : Canon USA

Attention : Milt Ward

Dear Milt,
Please except purchase order alteration TCB03969 -alteration 011 to extend the current Canon Copier and Facsimile contract for three months. The contract will be effective from January 1, 2003 through March 31, 2003 in order to allow General Motors and Canon additional time to renegotiate an extension on the agreement.

Thank you very much,

Cathy Loria
Cathy Loria
Senior Buyer
Copier and Facsimile Equipment

